

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KMV Corporation		10/01/1999	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	KMV LLC		
Street Address:	1620 Montgomery Street; Suite 140		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2359120	CREDIT MONITOR	
CORRESPONDENCE DATA			
Fax Number:	(302)798-1077		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	302-792-1223		
Email:	ellen.gibson@misqm.com		
Correspondent Name:	MIS Quality Management Corp.		
Address Line 1:	501 Silverside Road; Suite 20		
Address Line 4:	Wilmington, DELAWARE 19809		
ATTORNEY DOCKET NUMBER:	221524 - CREDIT MONITOR		
NAME OF SUBMITTER:	Ellen C. Gibson		
Signature:	/egibson/		
Date:	01/12/2006		

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Total Attachments: 5

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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement"), dated as of October 1, 1999, is entered into by and between KMV Corporation, a California corporation ("KMV Corp."), and KMV LLC, a Delaware limited liability company (the "Company").

RECITALS

WHEREAS, KMV Corp., certain natural persons are parties to that certain Limited Liability Company Agreement of KMV LLC (the "Limited Liability Agreement"), pursuant to which such parties have agreed to form and organize the Company;

WHEREAS, effective as of October 1, 1999, Kealhofer, McQuown, Vasicek Development, L.P. will merge with and into the Company pursuant to an Agreement and Plan of Merger of even date herewith (the "Partnership Merger"), and Kealhofer, McQuown, Vasicek Development Corporation and effective as of October 1, 1999, Kealhofer, McQuown, Vasicek Development Corporation will merge with and into KMV Corp. pursuant to an Agreement and Plan of Merger of even date herewith (the "Development Corp. Merger"); and

WHEREAS, it is a condition precedent to the consummation of the transactions contemplated by the Limited Liability Agreement that KMV Corp. and the Company enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the agreements set forth below, the parties hereto agree as follows:

AGREEMENT

1. Contribution of KMV Corp. Assets. KMV Corp. hereby contributes, assigns, transfers and delivers to the Company all right, title and interest of KMV Corp. in and to all assets of KMV Corp., including those set forth on Schedule 1 hereto (collectively, the "KMV Corp. Assets") except for the Units of the Company issued to KMV Corp. pursuant to the Limited Liability Company Agreement, such contribution to be effective immediately after the effectiveness of the Partnership Merger and the Development Corp. Merger.

2. Assumption of Liabilities. The Company hereby assumes from KMV Corp., and agrees to satisfy, discharge and observe, all liabilities, obligations or restrictions of KMV Corp. with respect to the KMV Corp. Assets, including, without limitation, liabilities, obligations or restrictions of KMV Corp. under any licenses, agreements or instruments from or with third parties governing the enjoyment and use by KMV Corp. of the KMV Corp. Assets, such assumption to be effective immediately after the effectiveness of the Partnership Merger and the Development Corp. Merger.

3. Further Assurances.

(a) Each of the parties hereto agrees that, upon the reasonable request of the other party hereto, such party will execute and deliver to the other party such documents and further assurances and will take such other actions as the other party may reasonably request in order to carry out the purpose and intention of this Agreement. Without limiting the foregoing and in order to facilitate transition of the KMV Corp. Assets and related liabilities, KMV Corp. hereby grants to the Company, the royalty-free worldwide non-exclusive license to use the names "KMV," "KMV Corp." and "KMV Corporation" and all derivatives thereof (the "Mark").

(b) The parties shall support each other in policing the use of the Mark and shall cooperate with each other in protecting the Mark. Such cooperation by KMV Corp. shall be at the sole expense of the Company. Each party shall notify the other promptly of any infringement of the Mark that comes to its attention.

(c) If the Company reasonably believes that any KMV Corp. product or service associated with or bearing the Mark fails to conform to the quality standards of KMV Corp. immediately prior to the date of this Agreement, the Company shall provide KMV Corp. with written notice thereof and KMV Corp. shall promptly remedy any such failure and provide the Company with evidence thereof.

(d) KMV Corp. agree to reasonably cooperate with the Company in connection with the Company's monitoring the quality of the products with respect to which the Mark is licensed hereunder by (i) permitting reasonable inspections of KMV Corp.'s operations, subject to reasonable prior written notice, and (ii) supplying the Company with specimens of all current uses of the Mark upon request. KMV Corp. shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods in connection with which the Mark in accordance herewith.

(e) THE LICENSE OF THE MARK HEREUNDER IS ON AN "AS IS" BASIS AND KMV CORP. HEREBY DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL KMV CORP. BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE MARK, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. KMV CORP. ASSUMES ALL RISK ASSOCIATED WITH USE OF THE MARK.

4. No Third Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and shall not confer any right or benefit upon any third party.

5. Successors and Assigns. No party may assign or transfer, directly or by operation of law, any rights, interests or obligations under this Agreement without the prior written consent of the other party, which consent may be withheld in the sole and absolute discretion of such party for any reason or for no reason whatsoever and any attempted assignment or transfer in violation of this provision shall be void and of no effect.

6. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware without reference to the conflict of laws principles thereof.

7. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Execution and delivery of this Agreement by exchange of facsimile copies bearing the facsimile signature of a party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile copies shall constitute enforceable original documents.

8. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

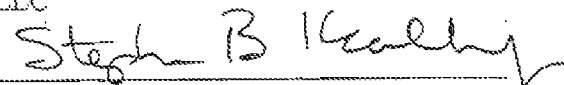
9. Definitions. Capitalized terms used herein but not defined have the meanings assigned to them in the Limited Liability Company Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first above written.

KMV CORPORATION

By: 
Name: Michael F. Miller
Title: Chief Financial Officer & Secretary

KMV, LLC

By: 
Name: Stephen B. Kealhofer
Title: President

SCHEDULE 1

Cash and cash equivalents

Accounts receivable

Prepaid expenses

Advances

Other current assets

Furniture, fixtures and equipment

Leasehold improvements

Equipment under lease

Intangible assets, including intellectual property (including any and all patents, trademarks and copyrights).

Deposits

Accounts payable

Accrued liabilities

Lease obligations (capital and operating)

Notes payable to shareholders

Commitments and contingencies